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Attorney for Plaintiff,
APARTMENT HUNTERS, INC.

FILED

13 SEP 10 AM 12:26
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CV13- 6582 MRP (Ex)

APARTMENT HUNTERS, INC., a
California Corporation,

Plaintiff,

vs.

SOFTLAYER TECHNOLOGIES, a Texas
Corporation, and DOES 1-10,

Defendants.

Case No.:

COMPLAINT FOR

1. UNFAIR PRACTICES
2. BREACH OF CONTRACT
3. FRAUD

DEMAND FOR JURY TRIAL

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT:

NOW COMES, APARTMENT HUNTERS, INC. ("Plaintiff"), complaining of
SOFTLAYERS TECHNOLOGIES ("Defendant"), and for causes of action
respectfully show as follows:

I.

JURISDICTIONAL ALLEGATIONS AND PARTIES

Plaintiff APARTMENT HUNTERS, INC sues Defendant SOFTLAYER
TECHNOLOGIES, a foreign corporation, and alleges as follows:

1 1. This case arises out of a written contract action against
2 Defendant for webhosting and backup data services for Plaintiff's
3 business in Los Angeles, County of Los Angeles, State of California.

4 2. Venue for this action is proper because the State of
5 California was the site of performance of the contract and services
6 and resulting injuries to Plaintiff.

7 3. This is an action for damages in excess of one hundred
8 seventy-five thousand dollars (\$175,000.00), exclusive of costs and
9 interest. This Court has jurisdiction pursuant to 28 USC §1332 based
10 on the diversity of citizenship of the parties.

11 4. Plaintiff is, and at all relevant times was, a resident of
12 the State of California existing as a California Corporation with its
13 principal place of business in the County of Los Angeles.

14 5. Defendant is a Texas corporation with its principle place
15 of business at 4849 Alpha Road, Dallas, Texas 75244.

16 6. The true names and capacities, whether individual,
17 corporate, associate, or otherwise of Defendants, DOES 1 through 10,
18 inclusive, are at this time unknown to Plaintiff, who therefore sues
19 said Defendants by such fictitious names. Plaintiff is informed and
20 believes and thereon alleges that each of the Defendants designated
21 herein by a fictitious name is in some way negligent or responsible
22 for the events and happenings herein referred to which proximately
23 resulted in those injuries and damage to the Plaintiff as herein
24 alleged.

25 7. The Court has jurisdiction over Defendant by virtue of the
26 California Long Arm Statute because Defendant conducted business in
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1 the State of California and provided services to Plaintiff within the
2 State of California.

3 II.

4 **FACTUAL ALLEGATIONS**

5 8. Plaintiff is a prepaid internet rental listing service that
6 utilizes several websites to advertise over 100,000 available rental
7 properties to prospective tenants. Plaintiff charges a monthly fee to
8 customers who utilize its websites. Plaintiff also provides landlords
9 with premier placements of rental listings.

10 9. On or about July 27, 2009 and December 9, 2009, Plaintiff
11 entered into written contracts with "The Planet" for Northstar Managed
12 Hosting Services and Professional Web Services. Plaintiff was paying
13 \$7,000 per month to "The Planet" for Northstar Managed Hosting
14 Services and \$4,300 per month for Professional Web Services. On or
15 around December 2010, Defendant SOFTLAYER TECHNOLOGIES acquired "The
16 Planet" for Northstar Managed Hosting Services and assumed all of the
17 former company's obligations, having full knowledge of the preexisting
18 contractual obligations with Apartment Hunters, Inc. Plaintiff
19 continued to pay Defendant the full amount required by the pre-
20 existing contracts; however, Defendant failed to uphold its
21 contractual obligations in rendering adequate managed hosting
22 services. Currently, Plaintiff pays Defendant \$6,300 per month for
23 managed hosting services, less than the original \$7,000 per month,
24 because in January 2011 Plaintiff moved a dedicated stack to
25 Amazon.com at a monthly cost of \$1,850.
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1 10. Prior to the execution of the written contracts between
2 Plaintiff and "The Planet" for Northstar Managed Hosting Services,
3 there were misrepresentations of material facts relating to the
4 managed hosting services. SOFTLAYER TECHNOLOGIES assumed liability
5 for the fraudulent misrepresentations made by "The Planet" for
6 Northstar Managed Hosting Services when it assumed its contractual
7 obligations. Additionally, SOFTLAYER TECHNOLOGIES made its own
8 material representations by statements made in SOFTLAYER TECHNOLOGIES'
9 website. Specifically, SOFTLAYER TECHNOLOGIE's website describes the
10 managed hosting monitoring services by the following:

11 (1) Monitoring and Escalation: Dedicated engineers provide
12 first line of defense for all alerts; Customized system and
13 application monitoring that can include custom log files;
14 Proactive systems trending with capacity growth recommendations.

15 (2) Business Continuity: Disk-to-Disk backups for high-
16 performance back and restore functions; Verify data integrity of
17 each backup session on a regular basis; Private backup network
18 with available encryption options; Application specific backup
19 agents for MS SQL, MySQL, Exchange and Sharepoint; Offsite backup
20 and long-term archival back up.

21 11. Defendant SOFTLAYER TECHONOLGIES' website also advertises
22 its managed hosting services in the following manner:

23 (1) "To take the burden of regular backups and rapid recovery
24 off your internal team, and off your mind. We tailor a back-up
25 and recovery solution for your business that leverages the best
26 back up and high-availability technologies in the industry with
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1 best practices methodologies—all fully managed by your assigned
2 team of certified engineers.” (Citing from www.softlayer.com).

3 (2) Ongoing Management: complete daily backups, report on
4 backup integrity, and periodically verify restore.

5 12. Plaintiff also relied on “The Planet” for Northstar Managed
6 Hosting Customer Environment Runbook that stated that “Full Backups”
7 would be conducted daily at 2:00 AM U.S. Central Time and retained for
8 a period of 10 days, which SOFTLAYER TECHNOLOGIES adopted when it took
9 over “The Planet” for Northstar Managed Hosting obligations.

10 13. After Plaintiff retained its managed hosting services,
11 Plaintiff began experiencing frequent problems. Specifically,
12 Plaintiff encountered the following problems with Defendant’s
13 services:
14

15 (1) On or around December 2011, Plaintiff began experiencing
16 weekly issues with the MySQL cluster, which arose due to several
17 reasons, including, but not limited to, flaws with the MySQL
18 server version and lack of proper configuration or setup by the
19 Defendant. Defendant scheduled an upgrade to avoid said issues.
20 However, on February 5, 2012, during the upgrade performed by
21 Defendant, the Plaintiff’s server, which was under the direct
22 control of Defendant, went offline. As a direct result of the
23 Plaintiff’s server going offline, all data was lost.
24 Specifically, email servers crashed, all twelve (12) virtually
25 hosted telephone lines were inoperable, and all customer
26 transactions were lost. Furthermore, all of Plaintiff’s websites
27 were inoperable for three (3) days, preventing Plaintiff from
28

1 making any sales during that time. Plaintiff's entire business
2 depends on the proper functioning of its websites. The
3 Defendant's incompetence resulted in crucial setbacks and harm.

4 Plaintiff was unable to access any of its administrative
5 functions to conduct new sales. Moreover, the malfunctioning of
6 the website prevented Plaintiff from not only renewing customers'
7 subscriptions or collecting renewals, but also from refunding the
8 customers while the websites were down. Plaintiff lost and was
9 unable to recover over 1,000 customer login and financial
10 information. The Plaintiff lost customers and prospective
11 customers because of its inability to remedy its customers'
12 problems. Furthermore, Plaintiff could not conduct monthly
13 billing, which resulted in a large number of refunds and credit
14 card charge back fees by the credit card processing company,
15 raising a question regarding the company's integrity with credit
16 card processors-see below. Plaintiff eventually had to issue
17 countless customer and landlord refunds, which plagued the
18 company financially.
19

20 Additionally, Plaintiff's Visa and MasterCard processor
21 froze Plaintiff's revenue for the first time in twelve (12) years
22 because of Plaintiff's inability to access any of its customer's
23 financial data. This was the first time the Plaintiff suffered
24 such embarrassment and shot to its credibility.
25

26 Eventually, Plaintiff was able to restore most of its data
27 to the January 16, 2012 state after Plaintiff paid its own MySQL
28 engineers to recover the lost data from its own private backup

1 server, a process that took three (3) days. However, even after
2 restoring most of its data, Plaintiff was unable to restore to
3 the February 5, 2012 state. Plaintiff also had to pay additional
4 staff members overtime to recover all user data from software
5 logs to recreate the approximate database scheme for the period
6 between January 16, 2012 and February 5, 2012.

7 (2) The Plaintiff's website had to be shut down for over
8 four (4) hours due to maintenance in October 2012, which further
9 evidences that the MySQL cluster was flawed. Moreover, the
10 server failed to free up memory space properly. Plaintiff was
11 unable to upgrade the server to alleviate the problem with its
12 memory space, since Defendant's last upgrade attempt resulted in
13 devastating data loss.
14

15 (3) On several occasions, the websites being monitored by
16 Defendant had outages and fluctuations that went undetected and
17 unreported by Defendant and had to be pointed out by Plaintiff's
18 own team. On or around January 2010, Defendant installed extra
19 hard disks, eventually ruining Plaintiff's old hard drives. The
20 hard drive failures went undetected by Defendant and it took
21 approximately fifteen (15) hours to rebuild the hard-drive and
22 another three (3) hours to have all the sites functioning
23 properly again. Plaintiff lost all sales for that day and had to
24 issue over fifty (50) full refunds. In 2010 alone, Plaintiff's
25 website went offline on numerous occasions and created outage
26 periods ranging from two (2) to ten (10) hours. Lastly, on March
27 5, 2012, Plaintiff's Database server went down for approximately
28

1 twenty (20) minutes, allegedly for too many connection errors.

2 It took Plaintiff's own engineers about fifteen (15) minutes to
3 understand and resolve the issue. Defendant took no action on
4 its own nor reported the problem to the Plaintiff, which are part
5 of its contractual obligations.

6 14. Due to going offline for several days beginning on
7 February 5, 2012, Plaintiff's websites lost invaluable priority search
8 engine positions. Prior to the website crashing, Plaintiff appeared
9 as number two (2) or three (3) out of approximately five (5) million
10 on Google search results. However, after a web crawler, a computer
11 program that browses the World Wide Web, was repeatedly directed to
12 Plaintiff's dead website, Plaintiff lost its position on Google, Bing,
13 Yahoo and other internet search engines.

14 15. Plaintiff relied upon the fraudulent material
15 misrepresentations made by Defendant and its predecessors. These
16 representations were made with reckless disregard for the truth or
17 falsity of the statements with the intent to induce Plaintiff to
18 enter into and maintain a contract. The blatant failure of Defendant
19 to disclose pertinent information regarding the managed hosting
20 services and data backup system also violated the Texas Deceptive
21 Trade Practices Act Section 17.46(b), breach of contract, and fraud.
22

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III.

COUNT ONE

TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT

16. All factual allegations stated elsewhere in this complaint are incorporated by reference in support of this claim.

17. At all times relevant to this suit, Plaintiff was acting as a consumer as defined in the Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA"). Texas Business and Commerce Code § 17.45.

18. Defendant, by assuming its predecessors contract, engaged in practices in violation of the DTPA. Defendant and its predecessors made representations to Plaintiff regarding the services that were purchased for managed hosting services that were false, misleading and deceptive, in violation of DTPA Section 17.46. This cause of action is filed pursuant to the provisions of Section 17.46 et seq. of the DTPA on the grounds that the acts and procedures of Defendant as described herein above are prohibited by the Texas Business and Commerce Code, including, but not limited to sections 17.46(b)(5), 17.46(b)(7), 17.46(b)(9), and 17.46(b)(24).

19. Additionally, at the time of the overt acts and practices set forth in this complaint, Defendant had actual awareness that the representations it made, as well as the representations made by its predecessors, were false, deceptive, or unfair.

20. Defendant's conduct described in this complaint was a proximate and legal cause of damages to Plaintiff. Plaintiff has sustained damages in excess of \$175,000.00 and in an amount according to proof.

IV.

COUNT TWO

BREACH OF WRITTEN CONTRACT

21. All factual allegations stated elsewhere in this complaint are incorporated by reference in support of this claim.

22. On or about July 27, 2009 Plaintiff and "The Planet" for Northstar Managed Hosting entered into a written contract for managed hosting services and the maintenance of Plaintiff's websites. Thereafter, Defendant SOFTLAYER TECHNOLOGIES assumed said contractual obligations when it acquired "The Planet" for Northstar Managed Hosting and maintained its business relationship with Plaintiff based on the same contract.

23. Defendant breached the agreement by failing to provide all services as promised in the contract and terms of services as aforementioned.

24. As a result of Defendant's breach, Plaintiff has suffered damages of a sum within the jurisdictional limits of this Court, all of which were reasonably foreseeable. Said damages exceed \$175,000 and in an amount to be proven at time of trial.

25. Said contract provided for attorney's fees to the prevailing party and Plaintiff has incurred and will continue to incur legal fees and costs in an amount according to proof.

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V.

COUNT THREE

FRAUD

27. All factual allegations stated elsewhere in this Complaint are incorporated by reference in support of this claim.

28. On or about July 2009, Plaintiff, by and through Kevin Shayan, entered into negotiations with Defendant's predecessor, "The Planet" for Northstar Managed Hosting Services. During the course of negotiations and at all times thereafter, Defendant's predecessor as well as Defendant thereafter represented and promised that they were fully qualified, competent, capable, and experienced in webhosting, data backup and preservation. Defendant's predecessor and Defendant thereafter further represented that they had all the necessary equipment, personnel, training, and state of the art products to provide services to Plaintiff.

29. When Defendant's predecessors made these representations, they knew them to be false, yet made the representations to induce Plaintiff to enter into the contract. Thereafter, Defendant continued to make these false misrepresentations to Plaintiff so that it may continue to retain the services of Defendant.

30. Plaintiff was ignorant of the falsity of said representations and promises and could not have reasonably discovered same. In detrimental reliance on Defendant's promises and representations, Plaintiff retained Defendant's predecessors and entered into a contract with them and did thereafter pay monies to Defendant and each of them.

1 31. That Plaintiff discovered the falsity of the
2 representations on or about December 2011 and continuing thereafter.

3 32. That as a proximate cause of the fraud, Plaintiff suffered
4 damages in an amount to be proven at time of trial and in a sum in
5 excess of \$175,000.

6 33. That the conduct of Defendant's predecessors and each of
7 them was ratified and approved by Defendant SOFTLAYER TECHNOLOGIES.

8 34. That the conduct of Defendant and each of them was done
9 maliciously and fraudulently and with the intent to vex, annoy, and
10 harass Plaintiff so as to justify the imposition of punitive and
11 exemplary damages in an amount according to proof.
12

13 **VI.**

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, APARTMENT HUNTERS, INC. respectfully prays that
16 the Defendant be cited to appear and answer herein, and that upon a
17 final hearing of the cause, judgment be entered for the Plaintiff for
18 the following:

19 1. Judgment against Defendants for economic damages in an
20 amount within the jurisdictional limits of the court;


21 2. By reason of Defendants' conduct, additional damages as
22 allowed by Section 17.50(b) (1) of the Texas Business and Commerce
23 Code;

24 3. Attorney's fees according to proof;

25 4. Cost of suit according to proof;

26 5. Punitive and exemplary damages on the third count according
27 to proof; and
28

Respectfully Submitted:

BY: 
 Gilbert Tahmazian
 Attorney for Plaintiff,
 APARTMENT HUNTERS, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Mariana R. Pfaelzer and the assigned Magistrate Judge is Charles F. Eick.

The case number on all documents filed with the Court should read as follows:

CV13-6582-MRP(Ex)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

The United States District Judge assigned to this case will review all filed discovery motions and thereafter, on a case-by-case or motion-by-motion basis, may refer discovery related motions to the Magistrate Judge for hearing and determination.

Clerk, U. S. District Court

September 9, 2013

Date

By C. Sawyer
Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address: JILBERT TAHMAZIAN
 CAL BAR 143574
 1518 W. GLENOAKS BLVD
 GLENDALE, CA 91201
 818-242-8201

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

APARTMENT HUNTERS, INC. A CALIFORNIA
 CORPORATION

CASE NUMBER

CV13- 6582 MRP(Ex)

PLAINTIFF(S)

v.

SOFTLAYER TECHNOLOGIES, A TEXAS
 CORPORATION AND DOES 1 **+ 10**

SUMMONS

DEFENDANT(S).

TO: DEFENDANT(S):

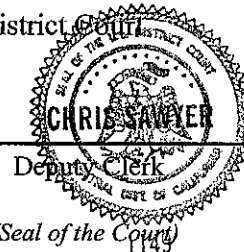
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, JILBERT TAHMAZIAN, whose address is 1518 W. GLENOAKS BLVD, GLENDALE, CALIFORNIA 91201. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: 9-9-13

Clerk, U.S. District Court

By: CHRIS SAWYER



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

APARTMENT HUNTERS, INC. A CALIFORNIA CORPORATION

DEFENDANTS (Check box if you are representing yourself ☐)

SOFTLAYER TECHNOLOGIES, A TEXAS CORPORATION

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

JILBERT TAHMAZIAN, ESQ (CAL BAR 143574)
1518 W. GLENOAKS BOULEVARD, GLENDALE CA 91201
TELEPHONE: (818) 242-8201
FACSIMILE: (818) 242-8246

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☐ 3. Federal Question (U.S. Government Not a Party)
☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|--------------------------------|--------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State | PTF <input type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding
☐ 2. Removed from State Court
☐ 3. Remanded from Appellate Court
☐ 4. Reinstated or Reopened
☐ 5. Transferred from Another District (Specify)
☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ 175,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 USC 1332, UNFAIR BUSINESS PRACTICES, BREACH OF CONTRACT AND FRAUD

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument		TORTS	<input type="checkbox"/> 535 Death Penalty	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	FEDERAL TAX SUITS	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	BANKRUPTCY	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 893 Environmental Matters	<input checked="" type="checkbox"/> 210 Land	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
			<input type="checkbox"/> 448 Education		

FOR OFFICE USE ONLY: Case Number:

CV13-6582

AFTER COMPLETING PAGE 1 OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED ON PAGE 2.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES COUNTY	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES COUNTY	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
NOTE: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES COUNTY	

*Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): _____ **DATE:** 09/06/2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))